

## **RIGHT-OF-WAY FOR UTILITY SYSTEMS**

### **Version 7.3 (Fee/Water)—01 March 2003**

This form right-of-way is designed for use in utility privatization actions on land owned in fee, which will typically include major active duty installations. It is to be used without change other than filling in the identified spaces; there are no minimis changes. There may be necessary installation specific alterations. Such alterations will not be made without first consulting with SAF/GCN. Requests for deviations should be conveyed through AF/ILEXO. Recommended improvements to the document should be conveyed to SAF/GCN directly.

This version includes numerous changes to Version 5 and includes the changes made for Version 6.

To promote convenience for the users, separate versions have been prepared for each type of utility system and for fee-owned lands and leased (or combined leased/fee-owned) lands. Consequently, there are eight versions, although they are substantially identical. For reference purposes, they are numbered as follows:

- 7.1 (Fee/Electric)
- 7.2 (Fee/Gas)
- 7.3 (Fee/Water)
- 7.4 (Fee/Wastewater)
- 7.5 (Leased/Electric)
- 7.6 (Leased/Gas)
- 7.7 (Leased/Water)
- 7.8 (Leased/Wastewater)

Fill-in blanks and notes (**in blue italics**) are located at the top of the Table of Contents, the Title, the Preamble, in Conditions 1, 3, 18.2, and 19 (required deletion), in the signature blocks, and the Exhibits. Additional installation specific information must also be added to the Exhibits. Please keep in mind that the right-of-way stands alone. It does not incorporate other portions of the request for proposals (RFP). For instance, the RFP attachment delineating the inventory of the system is for use in the Bill of Sale; it does not also apply to the right-of-way. The difference is that the Bill of Sale needs an inventory of what is being sold, while the right-of-way needs a description of the extent of the system covered by the right-of-way. Exhibits A and B provide that description of the extent of the system.

This cover page should be deleted when the right-of-way is inserted into the RFP. For tracking purposes, the footnote identifying the specific document version is to be retained.

The following summary discussion of the right-of-way is for the benefit of users, including potential offerors. It is not part of the right-of-way and is not to be included as a part of the right-of-way. Nor is it to be represented as anything other than an informal and non-binding discussion.

**INFORMAL SUMMARY DISCUSSION OF THE RIGHT-OF-WAY**

The nature of the right-of-way is a grant of rights and privileges to the grantee. It is not a mutual statement of rights and obligations. The status of the parties is that the United States, acting through the Department of the Air Force, has unfettered and exclusive rights to its property—the installation. The purpose of the right-of-way is to grant another party, the grantee, limited rights to come upon that property and engage in certain activities. The right-of-way is therefore limited to what the grantee may do upon the installation and under what circumstances the grantee may do it. Only rarely and in exceptional instances does the right-of-way address any obligations of the grantor. The result is that there is no “mutuality” of obligations where the right-of-way spells out what each party may or may not do. It is limited to defining the rights and privileges of the grantee.

The right-of-way is limited to addressing the minimum requirements of the Air Force for allowing another party access to its installation. Consequently, it does not address requirements of the service contract. It is an access document, not a statement of contractual service obligation by the grantee. Because the land to which access is being granted is an Air Force installation, there are numerous requirements that would not appear in a non-military setting. Those requirements are generally categorized as either security related or federal facility related. Because of security concerns, the Air Force requires stringent provisions relating to the security of the installation. These have little or no counterpart in non-military settings. Because the installation is a federal facility, those laws that have a peculiar application to federal activities will be included as requirements. These include, e.g., requirements related to the environmental analysis requirements of the National Environmental Policy Act, historic preservation, and environmental restoration. There are also legal requirements and policies that are peculiar to the federal government, e.g., the prohibition on mortgaging federal property and restrictions on alienation without the consent of the grantor.

The right-of-way is further limited to addressing access to and use of the Premises. The Premises is that land in, on, over, or under which the utility system runs. The Premises are not being sold. The property being sold is the utility system that runs in, on, over, or under the land. Consequently, no transfer is being made of the land, only of equipment. Because of this, environmental contamination of the equipment will be the responsibility of the owner of the equipment; environmental contamination of the land will be the responsibility of the entity that caused the contamination and, secondarily, of the land-owner.

The right-of-way does not obligate funds. There is no authority for the right-of-way to do so. Consequently, it explicitly provides that the grantee cannot recover from the Government under the right-of-way. To the extent the grantee believes it is entitled to some monetary recovery, that recovery will have to take place, if at all, under some other contractual relationship, e.g., the service contract. The right-of-way does not prevent such recovery, it simply does not allow any recovery under the right-of-way.

The policy of the Air Force is that when another party comes upon its property, that party will be responsible for its actions and the Air Force will not assume responsibility for those actions. The right-of-way is drafted to provide that the grantee will be responsible for its actions while on the installation. The right-of-way is generally

not designed to transfer liability for the actions of either party. Except as stated, it is intended that each party will be responsible for its actions and not the actions of the other.

As a practical matter, the right-of-way is not readily susceptible to termination. The default provisions are drafted to encourage the parties to work together to make the right-of-way work. The term of the right-of-way is not contingent on the service contract. The right-of-way is a separate legal relationship. Since termination of the right-of-way has the inevitable effect of stopping the provision of utility services and concomitant payment for the service, it is in the overriding interest of the parties to cooperate in the performance of activities under the right-of-way.

**DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY  
LOCATED ON COLUMBUS AFB, MS**

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**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF RIGHT-OF-WAY**  
**To *(Name Of Grantee)***  
**FOR PROPERTY LOCATED ON**  
**COLUMBUS AFB, MS**

**PREAMBLE**

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 2688, hereby grants to *(name of Grantee)*, hereinafter referred to as “Grantee”, a corporation organized and doing business under the laws of the State of **Mississippi**, a Right-of-Way for operation of a utility system for the treatment and supply of water at Columbus AFB, MS (hereinafter referred to as “Installation”), the areal extent of which Right-of-Way is identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. While the Premises contain the utility system, the utility system is not part of the Premises; the utility system is the property of Grantee. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”, and may be referred to in the singular as a “Party”. For purposes of this Right-of-Way, Grantor includes the United States Government and the Department of the Air Force. This Right-of-Way grants to

Grantee the right and privilege to operate its utility system located on the Installation, including construction, installation, repair, and maintenance of its system.

**THIS RIGHT-OF-WAY** is granted subject to the following conditions.

## **BASIC TERMS**

### **1. TERM**

**1.0.** This Right-of-Way shall be effective beginning on \_\_\_\_\_, 200\_, and shall remain in effect for a period of 50 years, unless sooner terminated by Grantor or by abandonment. At the end of its full term, this Right-of-Way may, upon the written request of Grantee and at the discretion of Grantor, be renewed for an additional period, not to exceed its original term, subject to agreement between the Parties on the payment of consideration at least equal to the consideration required by law at the time of renewal. Grantor has complete discretion in granting a renewal and can consider, by way of example and not by way of limitation, the past practices of Grantee on the Installation, the timeliness of Grantee's request for renewal relative to requests by other entities for similar Rights-of-Way, and the changing utilities requirements of the Government. The obligations of Grantee, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, termination, or abandonment of this Right-of-Way unless otherwise agreed to by the Parties; Grantor shall allow Grantee reasonable access to the Premises to fulfill these obligations.

### **2. CONSIDERATION AND COSTS**

**2.1.** Grantee shall pay to Grantor consideration at least equal to the fair market value of this Right-of-Way; that consideration is included in the Bill of Sale for the utility system of even date with this Right-of-Way.

**2.2.** The use, operation, and occupation of the Premises pursuant to this Right-of-Way shall be without cost or expense to the Department of the Air Force, except as may

be specifically provided otherwise herein. To the extent such recovery is independent of this Right-of-Way, nothing in this Condition 2.2 abrogates any right to recover costs or expenses that arise pursuant to other contractual relationships between Grantor and Grantee, in their capacities under such independent contractual relationships.

### **3. CORRESPONDENCE**

**3.0.** All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to *(insert installation office address)*, and, if to Grantee, to *(insert Grantee's address)*, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

### **4. ACCESS**

**4.1.** The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation's commander or his duly authorized representative, hereinafter referred to as "said officer".

**4.2.** In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services to interfere with the Installation's military mission. This Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right-of-Way is subject to all regulations and orders currently promulgated or which may be



promulgated by lawful authority as well as all other conditions contained in this Right-of-Way. Violation of any such regulations, orders, or conditions may result in the termination of this Right-of-Way. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Right-of-Way.

**4.3.** In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the Grantor may cause the same to be done. Condition 2.2 notwithstanding, any removal or relocation of Grantee's property at the direction of the Grantor under this Condition 4.3 shall be at Grantor's expense.

**4.4.** Grantee further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. Grantee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this Right-of-Way or as directed by said officer.

**4.5.** Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between Grantee and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment. Access will still be governed by this Right-of-Way but may also be subject

to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

**4.6.** Grantor may, during the term of this Right-of-Way, sell existing poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment to a private or public entity. In such an event, Grantee's rights under this Right-of-Way will not extend to disturbing or damaging the property of other entities who also hold grants of rights-of-way on the Installation, and any operation, construction, installation, repair, or maintenance by Grantee that disturbs or damages the property of such other entities shall be the responsibility of Grantee and Grantee shall be liable to such other entities for any disturbance or damage to their property caused by Grantee's actions.

## **5. TERMINATION**

**5.1.** This Right-of-Way may be terminated, in whole or in part, by the Grantor for (1) failure to comply with the terms of the Right-of-Way as determined under Condition 6, or (2) abandonment. This Right-of-Way shall terminate without further action or notice on the part of the Parties if Grantee abandons its rights and privileges under this Right-of-Way; abandonment shall occur if Grantee fails to utilize the Premises, or any part of them, to provide services to customers for a period of one year; given good cause, Grantor may, on a case by case basis, extend this one year period. Abandonment of a part of the Premises shall only apply to that part of the Premises abandoned. Subject to Condition 2.2, any termination in accordance with this Condition 5 shall not create any liability on the part of Grantor for Grantee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

**5.2.** This Right-of-Way does not guarantee that the Installation will remain open or active at its current level. The number of potential customers may change from time to time depending on military requirements. Such change is part of the risk Grantee assumes. Subject to Condition 2.2, this Right-of-Way is not exclusive in that Grantor may also grant like rights and privileges to others, including Grantee's competitors.

Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential customers, Grantor's granting like rights and privileges to others including Grantee's competitors, and Grantor's allowing alternative forms of utility service will not constitute termination of this Right-of-Way for convenience of the Grantor and, subject to Condition 2.2, creates absolutely no obligation on the part of Grantor under this Right-of-Way to reimburse Grantee for any capital costs, anticipated profits or fees, or costs of operation, construction, installation, maintenance, upgrade, and removal of facilities. Grantee acknowledges that it is solely responsible for all such costs and anticipated profits or fees and that such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

## **6. DEFAULT**

**6.1.** The following shall constitute a default and breach of this Right-of-Way by the Grantee: The failure to comply with any provision of this Right-of-Way, where such failure to comply continues for ten (10) days after delivery of written notice thereof by the Grantor to the Grantee. If, however, the time required to return to compliance exceeds the ten (10) day period, the Grantee shall not be deemed to be in default or breach if the Grantee within such period shall begin the actions necessary to bring it into compliance with the Right-of-Way in accordance with a compliance schedule acceptable to the Grantor.

**6.2.** In the event of any default or breach of this Right-of-Way by the Grantee, the Secretary of the Air Force may terminate this Right-of-Way at any time after expiration of the time required to return to compliance provided for in Condition 6.1 upon written notice of the termination to the Grantee. The termination notice shall be effective as of a day to be specified therein, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Grantee.

**6.3** Termination for default under this Condition 6 extends only to termination of this Right-of-Way and does not constitute cancellation of the Bill of Sale for the utility system of even date with this Right-of-Way, except to the extent this Right-of-Way is a part of said Bill of Sale.

## **OPERATION OF THE PREMISES**

### **7. CONDITION OF PREMISES**

**7.0.** Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, the Premises are granted in an “as is, where is” condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this Right-of-Way.

### **8. PROTECTION OF PREMISES**

**8.0.** As regards the Grantee’s use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee’s activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

### **9. AIR FORCE PROPERTY**

**9.1.** Any interference with the use of or damage to property under control of the Department of the Air Force, including uses described in Condition 9.2, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by

Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

**9.2.** Grantor has property installed on or attached to the property of Grantee, including Grantee's poles, conduits, pipes, ductbanks, tubes, towers, buildings, structures, or other utility systems and pieces of equipment. Grantor retains and reserves the right, at no cost to itself, to continue to use the property of Grantee, without damaging it, to support such installed or attached property, including the right of Grantor, at no cost to Grantee, to maintain, repair, operate, upgrade, and replace such installed or attached property. Grantor shall provide reasonable notice to Grantee before engaging in any such maintenance, repair, upgrade, or replacement. Any upgrade or replacement of such installed or attached property shall comply with any safety regulations imposed by public authority upon Grantee and applicable to Grantee's property upon which Grantor's property is installed or attached. In the case of multiple use ductbanks, those ducts identified by Grantor in **EXHIBIT B** as being reserved for current or future Grantor use shall remain for the use of Grantor in accordance with this Condition 9.

## **10. RESTORATION OF PREMISES**

**10.0.** Condition 9.2 notwithstanding, on or before (or, in the case of abandonment, after) the date of expiration of this Right-of-Way or its cancellation by agreement of Grantor and Grantee or its termination by the Secretary of the Air Force, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to Grantee and shown on Grantee's records in accordance with Condition 11.4, and which neither contain an environmental

contaminant nor pose an environmental or safety hazard, may be abandoned with Grantor's consent, which consent shall not be unreasonably withheld.

## **11. ALTERATION OF PREMISES**

**11.1.** No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld. Said officer may in his discretion grant blanket approvals in advance for certain specified categories of work. Any and all operations, construction, installation, repair, and maintenance activity of any type whatsoever must comply with this Right-of-Way and with its **Attachment 1**, attached hereto and made a part hereof.

**11.1.1.** Grantee may, after obtaining prior written approval of said officer, change the capacity of the utility system on the Premises but such change must be solely to better serve the Installation.

**11.1.2.** Should Grantee desire to change the capacity of the utility system on the Premises other than for the sole purpose of better serving the Installation, or to extend the utility system on the Installation but off the Premises, Grantor must first consent through an amendment of this Right-of-Way in accordance with Condition 27. Grantor has no obligation to consent to such an amendment and may require, in addition to other requirements, additional consideration.

**11.2.** Grantee shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises. Reasonable markings on Grantee's property, including vehicles, for the purpose of identifying it as Grantee's property are not prohibited.

**11.3.** If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

**11.4.** Grantee shall maintain records showing the locations and nature of its property on the Premises. Such records shall be kept current by Grantee. Grantee shall,

at no cost to the Grantor, provide Grantor a copy of these records, as well as current updates upon request of said officer. For purposes of work upon the Premises by other than Grantee, upon request by Grantor, Grantee shall mark the actual location of its property within a time and in a manner acceptable to said officer. The time specified by said officer will be reasonable given the circumstances of the need of Grantor.

## **12. COSTS OF SERVICES**

**12.0.** As regards the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

## **ENVIRONMENT**

### **13. ENVIRONMENTAL COMPLIANCE**

**13.0.** In its activities under this Right-of-Way, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

### **14. ASBESTOS AND LEAD-BASED PAINT**

**14.1.** Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. Grantee is responsible for monitoring the condition of its property containing ACM on

any portion of the Premises for deterioration or damage. Grantee is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by Grantee or is deteriorated and of any ACM on the Premises which is disturbed or damaged by Grantee during the term of this Right-of-Way.

**14.2.** Grantee will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at Grantee's expense.

## **15. SAFETY AND HAZARDOUS WASTE DISPOSAL**

**15.1.** Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. As between the Parties, responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

**15.2.** Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

## **16. HISTORIC PRESERVATION**

**16.0.** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the



Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **17. INSTALLATION RESTORATION PROGRAM**

**17.1.** If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time this Right-of-Way is granted, but is listed subsequent to the granting of this Right-of-Way, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

**17.2.** If the Installation has been listed on the NPL at the time this Right-of-Way is granted but no FFA has been entered into, Grantor will provide Grantee with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

**17.3.** If the Installation has been listed on the NPL at the time this Right-of-Way is granted and an FFA has been entered into, Grantee acknowledges that Grantor has provided it with a copy of the FFA, with current amendments; Grantor will provide Grantee with a copy of any subsequent amendments thereto.

## **18. ACCESS FOR RESTORATION**

**18.1.** Nothing in this Right-of-Way shall be interpreted as interfering with or otherwise limiting the right of Grantor and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement the Installation Restoration Program (IRP) conducted under the provisions of 10 U.S.C. § 2701, et seq. Grantee will provide

reasonable assistance to Grantor to ensure Grantor's activities under this Condition 18 do not damage Grantee's property on the Premises.

**18.2.** The USEPA and State of Mississippi, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents have the right, upon reasonable notice to Grantee and with Grantor's consent, to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA. Grantee will provide reasonable assistance to USEPA and the State to ensure their activities under this Condition 18 do not damage Grantee's property on the Premises.

**18.3.** Purposes:

**18.3.1.** To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or an FFA;

**18.3.2.** To inspect field activities of the Air Force and its contractors of any tier in implementing the IRP or an FFA;

**18.3.3.** To conduct any test or survey required by the USEPA or the State relating to the implementation of an FFA or environmental conditions on the Premises or to verify any data submitted to the USEPA or the State by the Air Force relating to such conditions; or,

**18.3.4.** To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the IRP or an FFA, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

## **19. ENVIRONMENTAL BASELINE**

**19.0.** If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Right-of-Way, in accordance with Grantor's standards and requirements, it shall prepare an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, and that EBS shall be attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT C**. If such an EBS is prepared, upon expiration, termination, or abandonment of this Right-of-

Way, another EBS shall be prepared by Grantor, in accordance with Grantor's standards and requirements, which will document the environmental condition of the property at the end of Grantee's use of the Premises. That EBS shall be attached hereto, or incorporated by reference, and made a part hereof as an Exhibit. The findings of the two EBSs shall be used in settling factual aspects of claims for restoration of the Premises. Grantee is responsible for the costs of any environmental restoration necessitated as a result of its use of the Premises.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL**

**20.1.** Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 20 as "transfer"), this Right-of-Way or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions 20.2 through 20.4.

**20.2.** Any transfer by Grantee shall be subject to all of the terms and conditions of this Right-of-Way and shall terminate immediately upon the expiration or any earlier termination of this Right-of-Way, without any liability on the part of Grantor to Grantee or any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Right-of-Way. No transfer shall relieve Grantee of any of its obligations hereunder, except, in the case of an assignment, if Grantor explicitly agrees to relieve Grantee of its obligations hereunder; provided, however, that in the case of an assignment, Grantor may, in its sole discretion, withhold consent to the assignment.

**20.3.** Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the

requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. Consent to or rejection of any transfer shall not be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Right-of-Way, nor form a basis for any cause of action against or liability of Grantor.

**20.4.** Any transfer instrument must expressly provide that—(1) the transfer and transferee are subject to all of the terms and conditions of this Right-of-Way; (2) the transfer shall terminate with the expiration or earlier termination of this Right-of-Way; and (3) in case of any conflict between this Right-of-Way and the transfer instrument, this Right-of-Way shall control. A copy of this Right-of-Way must be attached to the transfer instrument.

## **21. LIENS AND MORTGAGES**

**21.0.** Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this Right-of-Way. On the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced, any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition 21 and constitute a failure to comply with the terms of the Right-of-Way.

## **22. OTHER GRANTS OF ACCESS**

**22.1.** This Right-of-Way is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises. However, any such additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Grantee's use of the Premises under this Right-of-Way.

**22.2.** For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor

recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

### **23. REAL PROPERTY ACCOUNTABILITY**

**23.0.** Grantor may transfer real property accountability for the Premises to another federal agency. In such event, the federal agency assuming real property accountability will stand in the place of and become Grantor without altering, diminishing, or enlarging the rights and obligations of either Grantor or Grantee under this Right-of-Way.

### **24. REPORTING**

**24.0.** This Right-of-Way is not subject to 10 U.S.C. § 2662.

## **GENERAL PROVISIONS**

### **25. COMPLIANCE WITH LAWS**

**25.0.** Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to operate its utility system. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

### **26. AVAILABILITY OF FUNDS**

**26.0.** The obligations of Grantor under this Right-of-Way shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this Right-of-Way.

## **27. AMENDMENTS**

**27.0.** This Right-of-Way may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

## **28. LIABILITY**

**28.1.** Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this Right-of-Way. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

**28.2.** Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by Federal or state law.

## **29. INSURANCE**

**29.1.** This Condition 29 shall only apply during those periods when Grantee has no service contract to provide utility service to the Installation; provided, however, that such service contract contains essentially the same requirements for insurance as this Condition 29 and such service contract utilizes all the Premises granted by this Right-of-Way. Self-insurance shall not be permitted under this Right-of-Way during those periods when Grantee has no service contract to provide utility service to the Installation.

**29.2.** During the entire period this Right-of-Way shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

**29.2.1.** Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this Right-of-Way, with limits of liability in amounts approved from time to time by Grantor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Grantee's activities.

**29.2.2.** If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

**29.3.** All policies of insurance which this Right-of-Way requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Right-of-Way, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Grantor and Grantee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against Grantor; and be reasonably satisfactory to Grantor in all other respects. In no circumstances will Grantee be entitled to assign to any third party rights of action which Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage

based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the Right-of-Way.

**29.4.** Grantee shall deliver or cause to be delivered upon execution of this Right-of-Way (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to Grantor a certificate of insurance evidencing the insurance required by this Right-of-Way.

### **30. ENTIRE AGREEMENT**

**30.0.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein. Nevertheless, it is understood that the Parties may enter into a utility service contract which will require use of the utility system located on the Premises; while that contract may not address the use of the Premises, it may require Grantee to use the Premises to operate its utility system in order to perform the contract service.

### **31. CONDITION AND PARAGRAPH HEADINGS**

**31.0.** The headings contained in this Right-of-Way, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

### **32. RESERVED**

**32.0.** Reserved.

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.



Right-of-Way No. \_\_\_\_\_

THE UNITED STATES OF AMERICA,  
by the Secretary of the Air Force

BY: \_\_\_\_\_

This Right-of-Way is also executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

*(Name of Organization)*

\_\_\_\_\_  
*(Title)*

## **ATTACHMENTS**

### **ATTACHMENT 1**

Any approval by said officer required by this Attachment may, in said officer's discretion, be granted in advance and on a blanket basis.

#### **A. Personnel**

Grantee shall employ, directly or by contract, competent supervisory, administrative, and direct labor personnel to accomplish the work performed on the Premises. Grantee shall not knowingly hire off-duty Air Force engineering personnel or any other person whose employment would result in a conflict of interest or would otherwise violate The Joint Ethics Regulation, DoD Directive 5500.7-R. When speaking, understanding, and reading safety, security, health, and environmental warnings are an integral part of the duties of Grantee's personnel, Grantee shall only utilize personnel on the Premises who can fluently speak, understand, and read the English language. Grantee shall conduct all of its business on the Installation in a professional and courteous manner. Grantee's employees shall present a neat appearance and be readily recognizable as Grantee's employees. All vehicles of Grantee, while on the Installation, shall be readily identifiable as belonging to Grantee.

#### **B. Work Standards**

Grantee shall construct, install, repair, and maintain its property, including equipment, in a safe, thorough, and reliable manner and in conformance with applicable federal regulations and national professional codes. If Grantee owns or operates a utility system off the Premises but connected to the utility system on the Premises, it will apply at a minimum the same standards of construction, installation, repair, and maintenance it applies to its system off the Premises to its system on the Premises.

#### **C. Excavations**

Grantee shall obtain a written excavation permit from said officer before commencing any digging or excavation on the Installation; the excavation permit will contain requirements normally applied to similar excavation work on the installation. Said officer will notify Grantee as to reasonable time periods for applying for an excavation permit. In close proximity to other utility systems, Grantee shall excavate by hand to preclude accidental interruption of services, equipment damage, and injury to workers. Excavated areas shall be backfilled to the original density and grade. Open excavations shall be barricaded when Grantee's personnel are not present in the immediate vicinity of the work site. Open excavations at the completion of the workday shall be adequately covered to prevent accidents and access by children. When cutting pavements, traffic shall be maintained over at least half the width of the pavement, unless otherwise directed by said officer. Traffic barricades and warning lights to mark the excavation shall be provided by Grantee. The restored pavement shall be equal to or better than the original pavement.

**D. Communications Equipment and Foreign Object Damage**

Prior to operating communications devices on the Installation, Grantee shall obtain the approval of said officer as to frequency use. Grantee shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around the flightlines or runways.

**E. Dust Control**

Grantee shall maintain all excavations, embankments, stockpiles, access roads, and all other work areas free from excess dust to avoid causing a hazard or nuisance to base personnel and surrounding facilities. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

**F. Lawn Areas**

Lawn areas rutted by equipment or otherwise damaged shall be leveled by the addition of topsoil or otherwise repaired by tilling and leveling. These areas shall be resodded or seeded and fertilized to match the existing vegetation or the vegetation that existed before damage. Sod, seed, and fertilizer types and mixtures will be approved by said officer.

**G. Plant Control**

After obtaining the prior permission of said officer, Grantee may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, Grantee may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of Grantee.

**H. Cleanup**

After the work is completed, the work site shall be returned to its original state.

## **EXHIBITS**

### **EXHIBIT A—MAP OF PREMISES**

The map or maps attached as this Exhibit A show the known locations of the utility system. Portions of the utility system may not be fully shown on the map or maps. Any such failure to show the complete utility system on the map or maps shall not be interpreted as that part of the utility system being outside the Premises. The Premises are co-extensive with the entire linear extent of the utility system sold to Grantee, whether or not precisely shown on the map or maps attached hereto as this Exhibit A.

Maps are available, by request to the Government, in AutoCad 2002 format on CD. The following files are included on the CD entitled “*Columbus Air Force Water Distribution Utility System.*”

G-1pg0dwg.dwg

X2000map.dwg ( Use this for street, building footprint, etc. for under/overlay on the Electrical Distribution maps in G1)

**EXHIBIT B—DESCRIPTION OF PREMISES****B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation:****UTILITY SYSTEM DESCRIPTION:**

The utility system may be composed of, without limitation, wells, well pumps, supporting emergency generator sets, water treatment equipment, valves, fire hydrants, water distribution mains, meters, booster station pumps, storage tanks, reservoirs, all related electrical controls, and computer hardware and software used to operate and control the production and delivery of water to end users on the Installation.

**LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:**

For pipe sizes of 24 inches in diameter or less, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

For pipe sizes greater than 24 inches in diameter, 50-feet-wide, extending 25 feet on each side of the utility system, as installed.

**UTILITY SYSTEM POINTS OF DEMARCATION:**

The point of demarcation is defined as the point on the utility system where ownership changes from the utility system owner to the facility owner. The table below identifies the type and general location of the point of demarcation with respect to the facility for each scenario.

<b>Point of Demarcation (POD)</b>	<b>Applicable Scenario</b>	<b>Sketch</b>
POD is at the water meter, backflow device, or valve (closest apparatus to the exterior of the structure).	Water meter, backflow device, or valve is located on the service line entering the structure within 25 feet of the exterior of the structure.	<p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Service Line' connects the structure to a vertical line on the right representing the 'Distribution Pipe'. A small circle with a cross inside, labeled 'Water Meter', is located on the service line just outside the structure. An arrow points from the text 'Point of Demarcation' to this water meter. Labels 'Distribution Pipe' and 'Service Line' are also present with arrows pointing to their respective lines.</p>
POD is where the service line enters the structure.	No water meter, backflow device, or valve exists on the service line entering the structure. Service valve may be within 25 feet of the structure at any time. Down stream side of the service valve will become the new point of demarcation.	<p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Service Line' connects the structure to a vertical line on the right representing the 'Distribution Pipe'. An arrow points from the text 'Point of Demarcation' to the point where the service line enters the structure. Labels 'Distribution Pipe' and 'Service Line' are also present with arrows pointing to their respective lines.</p>

<b>Point of Demarcation (POD)</b>	<b>Applicable Scenario</b>	<b>Sketch</b>
If the fire suppression system has a storage tank, then the POD is located on the inlet side of the isolation valve or backflow prevention device closest to the storage tank. If no storage tank is present, the POD is located on the inlet side of the PIV or isolation valve closest to the fire suppression pumps.	<b>Fire suppression system</b> is provided flow and/or pressure by the potable water distribution system. These systems are typically dedicated to serving one facility or a small cluster of facilities.	None
POD is located on the inlet side of the PIV, isolation valve, or backflow prevention device closest to the fire suppression system.	<b>Fire suppression system</b> is connected to the potable water distribution system.	None
POD for irrigation systems is the inlet side of the backflow prevention device or isolation valve closest to the irrigation system.	<b>Irrigation system</b> is fed directly from potable water distribution system.	None
POD is the inlet side of the hose bib or water fountain assembly's connection to the service lateral.  Note: A service valve may be installed within 25 feet of the hose bib or water fountain at any time. Once installed, the inlet side of the service valve becomes the new POD.	<b>Drinking Fountains and Hose Bibs</b> connected to the water distribution system (typically found at ballfields and outdoor recreation areas). <u>No valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these connections.	None
POD is the inlet side of the service valve.	<b>Drinking Fountains and Hose Bibs</b> connected to the water distribution system (typically found at ball fields and outdoor recreation areas). <u>Service valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these water use devices.	None

Point of Demarcation (POD)	Applicable Scenario	Sketch
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter. The POD for the electric meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The water utility owner will own the service entrance mast, including the can.</p>	<p>Electric power is provided to a water facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	None
<p>POD is at the transformer secondary terminal spade.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter. The POD for the meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a water facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	None

**UNIQUE POINTS OF DEMARCATION:**

The following table lists anomalous points of demarcation that do not fit any of the above scenarios.

Building No.	Point of Demarcation Description
603	30' outside bldg 603, first downstream flange from the City of Columbus owned master water meter.

**B.2. General Description of the Areal Extent of the Utility System:**

FINAL  
COLUMBUS AFB, MS  
AREAL EXTENT DESCRIPTION  
WATER DISTRIBUTION  
31 March 2003

The intent of this areal description is to give a general flow pattern of the potable water distribution system. Every line on every street may not be mentioned. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is "Air Force Education and Training Command Comprehensive Plan, Columbus AFB, Water Supply System, Tab G-1". Drawing is dated January 1994, Revised September 2000. The areal description is intended to stand-alone but due to the multiple references to streets and buildings, access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

Excluded from privatization are the city owned lines and meters. Also excluded are irrigation lines, fire suppression lines, non-potable water lines and abandoned lines.

Potable water is provided to Columbus AFB through a City of Columbus owned meter located about 30-feet from Building 603. In addition, Columbus AFB has a well, at Facility 1812, and a small elevated storage tank to provide service to the buildings in the 1800 Area. From the well, the water is pumped to the elevated storage tank, Facility 1814. From the tank, lines run to the northwest to Building 1836 and also to the southeast, along the south side of Pinetree Road to Building 1809, then across the road to Building 1808.

A line runs north from Building 603 along the east side of Center Street, crosses "C" Lane and continues to a connection point on an east-west line north of Second Street. The east end of this line connects to the system at the intersection of "C" Place and First Street, north of Building 636. The west end connects on the south side of "D" Street southeast of Building 820. From this point lines extend to the south to the intersection of "C" Drive and Simler Blvd. And also to the northwest, across "D" Street, south of Building 820 and connects to a line in the center of Harpe Blvd. The line on Harpe Blvd. begins at the elevated water tank, Facility 842, and runs to the southeast before looping around the south side of Building 724 to the south side of Harpe Blvd. and across Independence Avenue before connecting to the housing area system on State Loop.

From the intersection of "C" Place and First Street, a line runs northwest along the south side of First Street, turning west when the street turns and connects to a line at the southeast corner of the intersection of First Street and Independence Avenue. A line connects to this line south and east of Building 989 and runs south to the intersection of Second Street and Simler Blvd. where it connects to lines on both of these streets. A line runs to the southeast along the north side of Simler Blvd. from Second Street to the intersection of "B" Street. Also connecting to the First Street line, at the point where First Street changes direction, east of Building 1052, a line runs south to a point north of "E" Street and west of Building 862 and then turns west and connects to the Simler Blvd. line at the intersection of Third Way. A line that connects at the mid-point of the north-south section of this line runs west to the northeast corner of the intersection of Simler Blvd. and Second Street, then it crosses to the south side of Second Street and continues



west and connects to a north-south line a short distance east of Independence Avenue. This north-south line begins on the south side of First Street and runs south to a point west of Building 971 before turning to the southeast to the east corner of the helicopter pad where it turns southwest, southeast and northeast to loop around the south end of Building 926. It then runs southeast along the north side of Seventh Street and connects to a line on the north side of "E" Street.

Starting from a connection at Harpe Blvd. and Sixth Street, a line runs northwest, along the south side of Sixth Street, to Building 966. It then loops around the east end of the building and connects to the Second Street line northwest of Building 971. Another line connecting to the Second Street line at the southwest corner of the intersection with Fifth Street runs southeast along the south side of Fifth Street and connects to A line on the north side of "E" Street.

A line runs along the north side of "E" Street from the intersection of Seventh Street to the intersection of Simler Blvd. A line on the south side of "E" Street runs from the intersection of Simler Blvd. to the northwest corner of Building 862, at Second Street, where it turns to the southeast, following the of Second Street to connect to the Harpe Blvd. line.

Beginning from a connection at the intersection of Seventh Street and "F" Loop, a line runs southwest along the south side of "F" Loop, turning northwest a short distance past the point where "F" Loop turns, and connects to a line on the north side of "F" Street near Building 950. The line on the north side of "F" Street begins at Seventh Street and runs southwest to the east side of Independence Avenue. It then turns south and runs to the north side of "C" Street, turns east to the intersection of Capitol Avenue and then runs northeast and connects to a line near the southeast corner of Building 550.

From a connection point on the north side of "C" Street, a line runs northwest along the northeast side of Building 547 to the east corner of Building 560 where it turns to the northeast and follows the south side of the access driveway before connecting to a line on the north side of Seventh Street. The Seventh Street line begins near the north corner of Building 327 and runs to fire hydrant Z7-1 northwest of Building 721. This line also extends from Building 327 to the northeast to Building 304 and loops around the south side of that building to terminate at fire hydrant Z5-17.

Beginning at the southeast corner of Building 547, a line runs northeast along the north side of "C" Street to Seventh Street where it crosses to the south side of "C" Street and continues northeast to Building 440. From this line, a line runs along the north side of Ninth Street to the elevated water storage tank, Facility 355. From this storage tank this line continues a short distance southeast and connects to a line north of Building 335. From this point a line runs east and then north to connect to the Seventh Street line adjacent to Building 366. This line also extends to the west to the northwest corner of Building 338 and turns south, between Buildings 338 and 339 to the northwest corner of Facility 141. It then heads in a generally southwest direction and connects to the meter pit for the housing area east of Building 7101. From the northwest corner of Facility 141 a line runs to the east, and then northeast, along the south side of "B" Street to Simler Blvd. where it crosses to the north side of the intersection and connects to the Simler Blvd. line. From a connection point on the "B" Street line, a line runs southeast between Buildings 158 and 160 to the southeast corner of Building 160 and turns south to connect to a meter pit near the northeast corner of the housing area. Also connecting to the "B"

Street line, a line runs south, between Facilities 141 and 145, to a point southeast of Facility 143. Here it turns west and terminates at fire hydrant Z5-1 to the southwest of Facility 143.

Beginning with a connection to the Simler Blvd. line, a line runs southwest along the north side of "D" Street, crossing to the south side of the pavement as it crosses Seventh Street, then follows the south side of Harpe Blvd. to the southwest and continuing on a straight southwest path, veering away from Harpe Blvd., to a point directly east of the north side of Building 1100. Here it turns to the west and connects to a line on the west side of Independence Avenue. A line is connected to the Seventh Street line near the southeast corner of the intersection with "D" Street and runs to the west to the south side of Harpe Blvd. where it turns southwest and connects to the line on the west side of Independence Avenue east of the south side of Building 1100. A 2-inch line is connected to the Seventh Street line across the street from Building 528. This line runs northeast to Building 520 then turns to the southeast and terminates east of Facility 9108.

A line on the west side of Independence Avenue begins just north of the access driveway on the north side of Building 1100 and runs south to the access driveway on the north side of Building 1114. From the north end of this line, a line runs to the west to a point northwest of the paved area and then turns south to a point east of Building 1120. This line then runs west, south of Building 1114, along the north side of "C" Circle, to the vicinity of fire hydrant Z4-6 where the line turns north to fire hydrant Z4-5, on the north side of the access driveway, then turns east to connect to the south end of the line on the west side of Independence Avenue. There is also a line connecting fire hydrants Z4-3 and Z4-5 that runs along the south edge of the parking area between Buildings 1100 and 1114. A 6-inch line connected to the "C" Circle line west of Building 1114 runs north and connects to the line at the edge of the parking area. Another line connected to the "C" Circle line begins just south of Building 1100 and runs south, along the east side of Building 1114, across "C" Way to fire hydrant Z4-7, west of Building 1127.

Beginning at the elevated water storage tank, Facility 842, a line runs a short distance northeast to the north side of Building 836. It then runs southeast, with a short loop around the south side of Building 246, to the north corner of Building 236 where it turns to the southwest and crosses to the south side of Timeline Road. It then runs along the south side of Timeline Road to the east end of Building 236 and turns back to the northeast to a point southwest of Building 239. From here the line runs southeast to a point northwest of Building 216 then turns northeast to the south side of fire hydrant Z9-12 then loops to the east near Building 228 and then back to the west to fire hydrant Z9-18. It then turns to the northeast and runs parallel to the edge of the pavement to a point where it intersects the extension of the north side of the taxiway. This line then runs to the northwest along the edge of the taxiway to a point past fire hydrant Z9-27 and roughly in line with the extension of "D" Street to the northeast. From this point it turns to the southwest, back across the airfield to connect back to the system southwest of Building 628.

Beginning at a connection point north of Building 216, a line runs southeast, along the north side of the pavement and south of Building 220 and follows the curve of the road back to the northeast to the edge of the pavement northwest of Building 226. It turns to the northwest and follows the edge of the pavement, running north of Buildings

206 and 227 before connecting back to the system northeast of fire hydrant Z9-18. From a connection point at the curve in this pipeline between Buildings 218 and 203, a line runs to the southwest to Building 207.

Connecting to the system at the southwest side of Building 246, a line runs southwest to the east side of Building 454 and turns south across the pavement then turns southwest again, following the edge of the pavement to a point between Buildings 414 and 262. This line then turns south, along the east side of Building 262 and connects to the system at the intersection of "B" Street and Simler Blvd. From a point on this line south of Building 265, a line runs to the east side of Liberty Drive and turns south and terminated at fire hydrant Z6-3.

Beginning at a connection point southwest of Building 457, a line runs southwest, along the south side of "C" Street, to point northwest of Building 440. It then turns southeast to the building.

From a connection point on the north side of "C" Place near Building 631 a line runs southwest to the southeast corner of Building 630 and turns south, across "C" Place to the west side of Building 636. It then follows the south side of "C" Place to the north side of Second Street and turns southeast to the intersection of "C" Alley. From here it runs south, to the south side of "C" Street west of Building 435 and turns southeast to the south corner of Building 450 and continues to the east corner of Building 440. It then turns southwest, running south of Buildings 436 and 437 to a point west of Building 411. It then turns south and terminates on the south side of Simler Blvd. A line connected to this line on Second Street, between Buildings 636 and 640, runs southeast, across "C" Street to Building 450.

A line connected at the southeast corner of the intersection of Simler Blvd. and "D" Street runs northeast to connect to the system south of Building 628.

Beginning at a connection point at the southeast corner of Independence Avenue and First Street, a 10-inch line runs north along the east side of Independence Avenue, continuing north past the point where the road turns west, to the south edge of the taxiway. From here it turns west to the northeast corner of the intersection of Independence Avenue and the access road to the Ammo Area. At this point the line is reduced to a 4-inch diameter and continues north along the east side of the road to the valve vault at the site of Building 1840.

## HOUSING AREA

From a connection point on the east side of Independence Avenue and north of the intersection of Aberdeen Avenue a line runs west on the north side of Aberdeen Avenue and connects to a line on the east side of Houston Avenue. The Houston Avenue line connects to a line on the west side of Hamilton Avenue and runs southeast, along the north side of Houston Avenue, past the end of Houston Avenue to the north side of Lowndes Avenue to a connection point on the east side of Columbus Circle. The line on Columbus Circle begins on the west side of Hamilton Avenue and runs to the southeast, along the south side of the street, as Columbus Circle curves to the north and crosses Lowndes Avenue. It then continues along the east side of Columbus Circle to the intersection of Aberdeen Avenue. From this point, where Columbus Circle changes names to Hamilton Avenue, the line continues north on the east side of Hamilton Avenue and curves to the west, southwest and south, past the intersection of Columbus Circle, to

the south side of the intersection with Monroe Avenue. A line on the south side of Monroe Avenue connects at this point and runs along the south side and to the end of Monroe Avenue before turning northeast and connecting to the line on Columbus Circle. Connecting to the line on Aberdeen Avenue, a line runs southeast along the south side of Starkville Circle to the south side of West Point Avenue and connects to the Columbus Circle line at the southeast corner of the intersection.

Beginning at a connection point on the Columbus Circle line at the south side of the intersection of Lowndes Avenue, a line runs east on the south side of Lowndes Avenue to the southwest corner of the intersection with Independence Avenue. This line then turns south to the northwest corner of the intersection of Independence Avenue and State Loop. It then follows the outside of State Loop around the curve, past Florida Avenue, before crossing to the east side of the street before the intersection of State Loop and Arkansas Avenue. It then continues along State Loop to a junction point just south of the intersection with Mississippi Avenue. From this junction, a line runs to the west, along the south side of Mississippi Avenue, and follows the edge of the road as it turns north. At the end of Mississippi Avenue the line continues north, between Buildings 8541 and 8542, and connects to the system at the intersection of Monroe and Hamilton Avenues.

Three lines connect between State Loop and Mississippi Avenue. The first runs along the north side of Alabama Avenue. The second one begins on the north side of Arkansas Avenue, runs past the end of the street to the north side of Tennessee Avenue and connects at the north side of the intersection with Mississippi Avenue. The third runs along the north side of Florida Avenue. A line on the north side of Louisiana Avenue connects State Loop with Florida Avenue.

#### South Housing

From the valve pit, a line runs southwest, between Buildings 7101 and 7103 to the north side of Capitol Avenue. From this point the line runs to the south and east along the north side of Capitol Avenue to the intersection of Dover Drive. At the intersection of this line with Albany Drive, a line runs east on Albany Drive to a junction point to the intersection of Richmond Drive. The line then follows Richmond Drive to the south and west and connects to the line on Capitol Avenue. Another line connecting to the Capitol Avenue line runs south on Austin Drive and connects to a line on Denver Drive. And the final line connecting to the Capitol Avenue line runs south on Atlanta Drive and connects to the Dover Drive line. A line runs the complete length of Denver Drive, from Atlanta Drive to Dover Drive. Yet another line runs the complete length of Madison Drive, from Austin Drive to the line on Dover Drive. A line connecting to the Richmond Drive line runs south between Buildings 7180 and 7182 then between Buildings 7321 and 7323 before connecting to the line on Dover Drive.

The line on Dover Drive begins at the intersection of Atlanta Drive and runs east to the intersection of Topeka Drive. A line connecting to the Dover Drive line runs south, between Buildings 7306 and 7308 and connects to a line on Topeka Drive. A line connected to Dover Drive at the intersection with Topeka Drive runs south on Topeka Drive and then follows Topeka Drive as it curves to the west and crosses Capitol Avenue and continues west, following Topeka Drive as it loops south and then east before connecting to a line on Capitol Avenue near Building 7139. This line then continues east

on Topeka Drive to connect to a line on Salem Drive. A line connected to the Topeka Drive line, just west of the Salem Drive intersection, runs north between Buildings 7363 and 7365 and connects to the line in the northern section of Topeka Drive.

From the intersection of Salem and Topeka Drives, a line runs south and then west along Salem Drive to connect to a line on Augusta Drive. The line on Augusta Drive follows the road to the north and then east before connecting to a line on Capitol Avenue. A line beginning at the intersection of Salem Drive and Capitol Avenue runs north on Capitol Avenue, across Augusta Drive and connects to the line on the southern portion of Topeka Drive. A line connected to the northwest portion of Augusta Drive runs north, between Buildings 7380 and 7382 and connects to the Topeka Drive line near Building 7348.

From the junction at the intersection of Albany and Richmond Drives, a line runs to the north, east of Building 7165, and then east to connect to the valve pit south of Building 158.

### B.3. Description of Restricted Access Areas Under Condition 22.2:

Description	Facility #	State Coordinates	Other Information
<i>["None" if appropriate]</i>			
<i>"User Note: This portion of the Exhibit deals with those areas of the utility system that require restricted access, such as plants and water towers. These areas are likely to be fenced or otherwise controlled. They may vary in size but they generally have the same characteristics—they allow few, if any, compatible uses and require controlled access. These areas of the utility system that can be definitively identified because they have defined perimeters, such as plants and water towers, should have metes and bounds or equivalent identification."</i>			

**New/revised requirement – needs installation input**

Right-of-Way No. \_\_\_\_\_

**EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY**

The Air Force has determined that it is not required to conduct an EBS in regard to the sale of this utility system.